



2800 East Cottonwood Parkway, 2nd Floor
Salt Lake City, UT 84121
www.vfi.net | 866-731-8100

SCHEDULE NO. 01

SCHEDULE NO. 01 dated July 20, 2022 (the "Schedule") between VARILEASE FINANCE, INC. (the "Lessor") and MERIDIAN RESTAURANTS UNLIMITED, LC (the "Lessee") incorporates by reference the terms and conditions of Master Lease Agreement dated July 20, 2022 between Lessor and Lessee (the "Master Agreement") and constitutes a separate lease between Lessor and Lessee. The Schedule and Master Agreement are hereinafter referred to collectively, as the "Lease". All capitalized terms used herein but not defined herein shall have the same meanings ascribed to them in the Master Agreement.

1. **Equipment:** Assorted digital sign boards, A/C units, microwaves and related equipment as approved by Lessor together with all other equipment and property hereafter purchased pursuant to the terms of the Lease, and any and all additions, enhancements and replacements thereto (collectively, the "Equipment"). Software and soft costs, collectively shall not exceed thirty percent (30%) of the Total Equipment Cost.

The Equipment shall be more fully and completely described in an Installation Certificate, which shall later be executed by Lessee in connection with the Schedule. Upon Lessee's execution thereof, this section shall be automatically amended to include all equipment and property described in the Installation Certificate.

2. **Equipment Location:** Various locations to be more fully and completely described in an Installation Certificate, which shall later be executed by Lessee in connection with the Schedule. Upon Lessee's execution thereof, this section shall be automatically amended to include all locations described in the Installation Certificate.
3. **Total Equipment Cost:** \$2,500,000.00
4. **Base Term:** 24 Months
5. **Base Monthly Rental:** \$99,875.00 (plus applicable sales/use tax)
6. **Advance Payment:** \$99,875.00 applied to the last rental (plus applicable sales/use tax). Lessee shall pay the last rental in advance upon the execution of this Schedule. Lessee acknowledges and agrees that, notwithstanding anything to the contrary herein, this payment is non-refundable to Lessee under any circumstances, including, without limitation, any termination of this Lease for any reason prior to the end of its scheduled term. This payment shall be deemed earned by Lessor, and upon receipt by Lessor, shall immediately be applied to satisfy Lessee's obligation to make the last rental.
7. **Base Lease Rate Factor:** 0.03995
8. **Floating Lease Rate Factor:** The Base Lease Rate Factor shown in Section 7, which is used to calculate the Base Monthly Rental, shall increase 0.00008775 for every five (5) basis point increase in 36-month U.S. Treasury Notes, until all Items of Equipment have been installed, at which point the date set forth on the Installation Certificate of the Lease shall have occurred. The 36-month U.S. Treasury Note yield used as the basis for the derivation of the Base Lease Rate Factor contained herein is 2.63%.
9. **Equipment Return Location:** To Be Advised
10. **Special Terms:**
 - a. **Authorization for Automatic Withdrawals:** Lessee hereby authorizes Lessor or its assigns to electronically transfer all rental payments and other sums required to fulfill Lessee's contractual obligation under the Lease from Lessee's account maintained with its financial institution, and Lessee agrees to execute and deliver an Authorization Agreement for Automatic Withdrawals to Lessor to effect such transfers. Failure or refusal of Lessee to authorize such transfers or failure of Lessor or its assigns to receive such payments by electronic transfer shall constitute an additional Event of Default under Section 16(a) of the Master Agreement.

Lessee Initials: _____

- b. **Guarantee:** Notwithstanding anything to the contrary herein, the parties acknowledge and agree that this Lease is guaranteed by BBM Restaurants, L.C.; LOVELOUD Restaurants, L.C.; Paradigm Restaurants, L.C.; RNH Properties, L.C.; and Stanger Restaurant Service, L.C., as set forth in the five (5) Guarantees each dated July 20, 2022, copies of which are attached hereto and incorporated herein.
- c. **Sale Leaseback:** Notwithstanding anything to the contrary herein, the parties acknowledge and agree that all or a portion of this transaction is structured as a sale leaseback, whereby Lessor shall purchase the equipment from Lessee for purposes of leasing the equipment back to Lessee in accordance with the terms and conditions set forth in the Sale Leaseback Agreement dated July 20, 2022, a copy of which is attached hereto and incorporated herein.

Lessor Initials: _____

Lessee Initials: _____

Lessee's execution and delivery of this Schedule shall constitute its offer to lease the Equipment described herein upon the terms and conditions set forth herein. Lessor's subsequent execution of this Schedule in Michigan and delivery to Lessee shall constitute its acceptance of the Lease. The Lease shall be deemed made in Michigan.

Lessee acknowledges that this Lease is being entered into following the World Health Organization's announcement of a global health emergency because of a new strain of coronavirus originating in Wuhan, China (the "COVID-19 Pandemic"), and as such, Lessee waives and agrees not to assert, declare or avail itself of any defenses to any of its obligations set forth in the Lease that may arise by reason of the COVID-19 Pandemic.

Lessee Initials: _____

Upon Lessor's request, Lessee hereby agrees to provide evidence of Lessee's identity to comply with any applicable law, rule or regulation, including, but not limited to, Section 326 of the "Patriot Act" signed into law on October 26, 2001.

Notwithstanding anything herein or in the Master Agreement to the contrary, Lessee acknowledges and agrees, that Lessor shall be entitled to claim for federal income tax purposes, without limitation, all benefits, credits and deductions related to the Equipment.

The undersigned Lessee acknowledges that this Schedule authorizes the Lessor or its agents or assignee(s) to sign, execute and file on its behalf any and all necessary documents, including UCC financing statements and other filings and recordings, to make public this lease transaction. The parties intend this transaction to be a true lease, but if any court or tribunal, having power to bind the parties, should conclude that all or part of this Schedule is not a true lease but is in the nature of a sale, consignment, or other transaction, the parties intend and the Lessee hereby grants a continuing security interest in the Equipment and other personal property described in the Master Agreement, whether now owned or hereafter acquired, from the date of this Schedule to secure the payment of all Lessee's indebtedness to Lessor. In the event serial numbers for Items are unavailable upon execution hereof, Lessee authorizes Lessor to amend this Schedule by inserting correct serial numbers with respect to those Items.

THIS SCHEDULE TOGETHER WITH THE MASTER AGREEMENT AND ANY ADDITIONAL PROVISION(S) REFERRED TO IN ITEM 10 CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE LESSOR AND LESSEE AS TO THE LEASE AND THE EQUIPMENT.

LESSEE:
VARILEASE FINANCE, INC.

By: _____

Name: Amanda Christensen

Title: Vice President

LESSOR:
MERIDIAN RESTAURANTS UNLIMITED, LC

By: _____

Name: Jennifer Dirk

Title: Managing Director